REQUEST FOR PROPOSAL TO PROVIDE

For Operation of a Coffee Shop at East Bank Regional Library



RFP No.: <u>0210</u>

Proposal Receipt Date: May 19, 2010

Proposal Receipt Time: <u>04:00 P.M.</u>

Jefferson Parish Department of Purchasing P. O. Box 9 Gretna, Louisiana 70053

(504)364-2678

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background	1
	1.1.1 Purpose	2
	1.1.2 Goals and Objectives	2
1.2	Schedule of Events	3
1.3	Proposal Submittal	3
1.4	Proposal Response Format	
	1.4.1 Number of Response Copies	
	1.4.2 Legibility/Clarity	
1.5	Confidentiality	
1.6	Proposal Clarifications Prior to Submittal	
	1.6.1 Pre-proposal Conference	7
	1.6.2 Proposer Inquiry Period	
1.7	Required Affidavits	
1.8	Proposal Guarantee9-	
1.9	Performance Bond	10
1.10	Changes, Addenda, Withdrawals	10
1.11	Cost of Offer Preparation	10
1.12	Non-negotiable Contract Terms	
1.13	Taxes	10
1.14	Proposal Validity10-	-11
1.15	Prime Contractor Responsibilities	11
1.16	Written or Oral Discussions/Presentations	11
1.17	Acceptance of Proposal Content	
1.18	Contract Negotiations	
1.19	Cancellation of RFP or Rejection of Proposals	12
1.20	Evaluation and Selection	12
1.21	Award	12
	1.21.1 Award shall be made to the Proposer whose proposal,	
	conforming to the RFP	
	1.21.2 The award may be made on the basis of the initial offer	
1.22	Notice of Intent to Award	
1.23	Insurance Requirements12-	-13
1.24	Subcontractor Insurance	13
1.25	Indemnification	13
1.26	Fidelity Bond Requirements (if required)	13
1.27	Payment for Services	13

1.28	I ermination	14
	1.28.1 The Parish may terminate this contract to comply with terms and	
	Conditions of the Contract	
	1.28.2 Parish may terminate contract by giving thirty day written notice	
	1.28.3 Appropriations Dependency	14
1.29	Assignment	14
1.30	No guarantee of Quantities	
1.31	Audit of Records	
1.32	EEOC and ADA Compliance	
1.33	Record Retention	
1.34	Record Ownership	
1.35	Content of Contract/Order of Precedence	
1.36	Contract Changes	16
1.37	Substitution of Personnel	
1.38	Force Majeure	
1.39	Governing Law	16
1.40	Claims or Controversies (if required)	17
PART	II. SCOPE OF WORK/SERVICES	
2.1	Scope of Work/Services	
2.2	Period of Agreement	19
2.3	Price Schedule	19
2.4	Deliverables	19-20
2.5	Location	
2.6	Proposal Elements	21
	2.6.1 Financial	21
	2.6.2 Technical	21-22
PART	III. EVALUATION	
3.1	Financial Proposal	23
3.2	Technical Proposal	
PART	IV. PERFORMANCE STANDARDS	
4.1	Performance Requirements	25
4.2	Performance Measurement/Evaluation	25
>	Attachment "A" Insurance Requirements	
	Attachment "B" Supplemental Questionnaire	

\triangleright	Attachment "C" Sample Evaluation Form	31
	Affidavit	35
	Corporate Resolution	36
\triangleright	Signature Sheet	37
	Copy of Advertisement3	

REQUEST FOR PROPOSAL FOR

Coffee Shop Operator – East Bank Regional Library

Background

The Jefferson Parish Library is comprised of an East and West Bank Regional Library, 13 branches, and two outreach facilities. With over 67,500 library cardholders, the Library circulates 1.5 million items a year.

The East Bank Regional Library opened in 1997. The 100,000 square foot facility includes a Gift Shop, Children's Wing, Reference/Serials Library, Fiction and Non-fiction areas, Teen Center, Audio-Visual and Special Collections Library. A 35,000 square foot Administrative/Technical Services Wing is attached to the Regional Library. There are two meeting rooms on the first floor with a capacity of 250 persons. Approximately 600 meetings were held in the two East Bank Regional meeting rooms last year.

The Coffee Shop is located in the southwest corner of the library's outer lobby, just inside the Library's primary public entrance. An area of approximately 390 square feet is designated for the preparation area and the service area of the coffee shop. Immediately across the walkway, also in the lobby area, is a customer seating area of approximately 390 square feet that can seat approximately 25 people. The adjoining outside area of approximately 440 square feet covered space and 400 square feet uncovered space is available for the vendor's use. This is accessible from the outer lobby. The entire outside area is fenced and gated.

Approximately 400,000 people visited the East Bank Regional Library in 2009. There has been an increase in traffic every year since opening in 1997, except for the year immediately following Katrina. In addition, the Library has nearly 130 employees, with as many as 110 working in the building during a normal workday.

Current hours of operation for the East Bank Regional Library are:

Monday-Thursday, 9 A. M. - 9 P. M. Friday & Saturday, 9 A. M. - 5 P. M. Sunday, 1 - 5 P. M.

The Coffee Shop shall be opened during these hours. The Library may elect to have the coffee shop open earlier or close later than library hours. The Coffee Shop will not operate during Parish Holidays.

While consumption of food is not allowed beyond the outer lobby, covered drinks are allowed. There is a staff lounge in the building where staff may consume food and beverages. Areas where food, coffee and other beverages are served are becoming more common in libraries throughout the country. Most of these facilities are operated by private-sector vendors who are reaping the rewards of discovering that libraries offer desirable demographics, strong customer loyalty and high traffic in an attractive environment.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals to select a vendor to operate a Coffee Shop located in the outer lobby of the East Bank Regional Library building at 4747 W. Napoleon Blvd, Metairie, LA.70001, near the intersection of I-10 and Clearview Parkway. For purposes of this proposal, the successful proposer should plan to be fully operational as soon as possible in the first quarter of 2011. The selected operator will be responsible for the design, construction and operation of the Coffee Shop.

This Request for Proposal process shall be in accordance with Sec. 2-895 of the Jefferson Parish Code. (This section can be accessed for reference at the Jefferson Parish's Website **www.jeffparish.net**. Click on municipal code from the home page.)

1.1.2 Goals and Objectives

The selected vendor will design, construct and operate a coffee shop of quality craftsmanship and design that is appropriate with the interior of the East Bank Regional Library and will enhance the Library environment. An area of approximately 390 square feet in the outer lobby of the East Bank Regional library is available for a preparation area and display cases. This area is adjacent to an area of approximately 390 square feet in the lobby which can be used for seating. An additional 840 square feet outside is also available for seating. Some of the 840 square feet is covered. The coffee shop will be open for business when the Library is open.

The Coffee Shop will offer a minimum of espresso drinks, coffee, tea, sodas, bottled water, bottled juice (non staining) fresh pastries, fresh sandwiches, and fresh salads. Aside from these offerings, other offerings may be proposed, but are subject to Library approval.

Certain minimum requirements have been established in order for proposers to be considered for the contract described in this Request for Proposal.

Proposers shall have five or more years of continuous experience within the last seven years in the ownership, management or operation of a specialty coffee facility.

Proposers shall submit a proposed rent no lower than \$2000.00 per month.

Proposers must provide a minimum of three (3) references, with current contactinformation.

Date

All proposals not meeting the minimum requirements will be disqualified and will not be considered further.

1.	RFP mailed to prospective proposers	04-15-2010	<u> </u>
2.	Pre-Proposal Conference (if required)	05-07-2010	10:00 A.M.
3.	Deadline to receive written inquiries		7-10 days after Pre- proposal Conference
4.	Deadline to answer written inquiries		14 days after receipt of inquiry
5.	Proposal Receipt Date	05-19-2010	4:00 P.M.
6.	Oral discussions with proposers, if appl	licable	To be scheduled

8. Contract Ratification via resolution To be scheduled (approx. 3-4 weeks

after 7.)

after 6.)

To be scheduled (approx. 3-4 weeks

Time (CST)

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

1.3 Proposal Submittal

1.2

7.

Schedule of Events

Council Selection via resolution

All proposals shall be received by the Jefferson Parish Purchasing Department <u>no later</u> than date and time shown in the Schedule of Events.

<u>Important – Clearly mark outside of envelope, box or package with the following information and format:</u>

- Proposal Name: Operation of a Coffee Shop at East Bank Regional Library
- Proposal No. <u>0210</u>
- Proposal Receipt Date: May 19, 2010 at 4:00 P.M.

Proposals will be received at:

Jefferson Parish Purchasing Department 200 Derbigny Street, Suite 4400 Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.4 Proposal Response

Proposals submitted for consideration should follow the format and order of presentation described below:

A. <u>Cover Letter:</u> Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Parish. The letter shall be signed by a person having authority to commit the Proposer to a contract. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, <u>and</u> satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

B. <u>Table of Contents:</u> Organized in the order cited in the format contained herein.

- C. <u>Proposer Qualifications and Experience:</u> History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. <u>Technical Proposal:</u> Illustrating and describing compliance with the RFP requirements.
- E. <u>Innovative Concepts:</u> Present innovative concepts, if any, not discussed above for consideration.
- F. <u>Project Schedule:</u> Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. <u>Financial Proposal:</u> Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish of Jefferson. Financial Proposals are to be submitted in a separate sealed envelope.

1.4.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media or 3-1/2" diskette as long as data on the disc is formatted in the Word program.

1.4.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.5 Confidentiality

All documents submitted to the parish are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems any document submitted to the parish under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other

provisions of law, the Proposer shall clearly mark the documents as "Confidential" prior to delivering or making them available to the Parish.

- (1) If the parish receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;
- (2) Provided, however, that if any action is commenced against the parish under the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the parish harmless from any costs, damages, penalties or other consequences of the parish's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action, will authorize the parish to voluntarily provide the information for disclosure under the supervision of the court;
- (3) The parish assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as "confidential" or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.
- (4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

"The data contained in Pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL."

The Proposer shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, the Parish of Jefferson shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit the Parish of Jefferson from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting the parish in its evaluation of the proposal. The parish shall require said individuals to protect the confidentiality of any specifically identified proprietary

information or privileged business information obtained as a result of their participation in these evaluations.

1.6 Proposal Clarifications Prior to Submittal

1.6.1 Pre-proposal Conference

A pre-proposal conference will be held at 10:00 A.M. on May 7, 2010 in the
4400,
Gretna, LA 70053. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Parish of Jefferson will be stated in writing in response to written questions.

1.6.2 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department 200 Derbigny Street, Suite 4400 Gretna, Louisiana 70053 Phone: (504)364-2678 Fax: (504)364-2693 Sidney Duffy email: sduffy@jeffparish.net or Rene' T. Poole at rtpoole@jeffparish.net

1.7 Required Affidavits

A. All persons or firms who are under contract which was awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

B. In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the Council of the contract or contract amendment:

(1) An affidavit attesting:

a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive

payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and

- b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
- (2) An affidavit attesting to:
- a. Any and all campaign contributions that the affiant has made to elected officials of the parish during the current term; and
- b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
- c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
- C. For purposes of this Section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this Section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the Council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for the placement of any insurance using the broker's services and that the Risk Management Department provides a copy of said invoice to each member of the Council within five days of the Department's receipt of the invoice.

That any person or firm who is a party to a non-bid contract with Jefferson Parish or with any of its agencies, divisions or special districts as of the effective date of this ordinance and who is not in compliance with the terms of Section 2-923 of the Jefferson Parish Code of Ordinances as enacted by this ordinance shall have thirty days from the effective date of this ordinance to either sever any contractual relationships which would cause the person or firm to be in noncompliance with said section, or to fully comply with the provisions of Section 2-923 by submitting all documentation and disclosures required by that section. The Jefferson Parish Council reserves the right to rescind any contract with any person or firm which does not come into compliance with this ordinance within the specified time; or which, after complying with the documentation and disclosure requirements of this section, is deemed to be in violation of any applicable legal, contractual or ethical requirements or provisions.

1.8 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

1.9 Performance Bond

NOT REQUIRED FOR THIS RFP

1.10 Changes, Addenda, Withdrawals

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

1.11 Cost of Offer Preparation

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

1.12 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626.

1.13 Taxes

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

1.14 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.15 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish of Jefferson shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.16 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.17 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

1.18 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms,

conditions, and requirements. The Parish of Jefferson must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

1.19 Cancellation of RFP or Rejection of Proposals

The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.

1.20 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the Parish of Jefferson, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

1.21 Award

- **1.21.1** Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson, considering price and other factors considered.
- **1.21.2** The award may be made on the basis of the initial offer or as noted in Part 1.15.

1.22 Notice of Intent to Award

The evaluation committee's recommendation for award shall be forwarded to the Jefferson Parish Council for selection.

After the selection of the Jefferson Parish Council the Department will notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.23 Insurance Requirements

Contractor shall furnish the Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment "A"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

1.24 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

1.25 Indemnification

Notwithstanding the above, the successful proposer shall protect, defend, indemnify, save and hold harmless the Parish of Jefferson, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the Parish, its agents, and/or employees. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

1.26 Fidelity Bond Requirements

Not required for this RFP

1.27 Payment for Services

The Coffee Shop operator will pay Jefferson Parish (Library Department) a monthly rental fee for the space used by the coffee shop. See **Section 2.6.1** of this RFP for details regarding proposer's rental fee.

1.28 Termination

- **1.28.1** The Parish may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish's failure.
- **1.28.2** The Parish may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- **1.28.3** The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.29 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Jefferson Parish Council, by council resolution.

1.30 No Guarantee of Quantities

The Parish of Jefferson does not guarantee that the award of a contract under this RFP will produce any specific income or sales. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a functioning Coffee Shop as requested in this RFP.

1.31 Audit of Records

The monitoring and auditing of the Contractor's records shall be allowed to the Parish of Jefferson Finance Department and any other appropriate Parish entities.

1.32 EEOC and ADA Compliance

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.33 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years.

1.34 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish of Jefferson, and shall, upon request, be returned by Contractor to the Parish of Jefferson, at Contractor's expense, at termination or expiration of this contract.

1.35 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

1.36 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Jefferson Parish Council.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/ or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.37 Substitution of Personnel

The Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign personnel with the qualifications and experience listed in the Contractor's proposal (see Section 2.6.2).

1.38 Force Majeure

The Contractor or Parish of Jefferson shall be exempted from performance under the contract for any period that the Contractor or Parish of Jefferson is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or Parish of Jefferson has prudently and promptly acted to take any and all corrective steps that the Contractor or Parish of Jefferson can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

1.39 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

1.40 Claims or Controversies

Contractor does, by signing a contract pursuant to this RFP with the Parish, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The scope of the required services consists of designing, building and operating a coffee shop which will be open for business when the library is open, to include construction of bar/counter with plumbing and electrical modifications necessary to meet Louisiana State Building Codes and Jefferson Parish Health Department regulations using existing library desk and counter with matching Library design elements. The coffee shop is/will be located in the East Bank Regional Library's outer lobby. The operator will work with the Library's administration to complete the final design, signage and lighting.

The Operator will provide the following:

Purchase and installation of all necessary professional equipment to perform the functions of a Coffee Shop including, but not limited to, coffee grinder, brewer, microwave, refrigerator, dishwasher, cash register and food display cases. A three-compartment sink with a grease interceptor is required. The operator is responsible for maintaining and cleaning the grease interceptor according to Jefferson Parish regulations.

Design Specifications.

Design is subject to approval by the Library. The operator will work with the Library's Administration to complete the construction of the Coffee Shop. In addition, operator must adhere to these guidelines:

The area available for the bar/counter is limited; therefore special attention must be given to the organization of each element. All elements are to be designed as an integral part of the bar/counter.

Design plans and specifications for the bar/counter, with sample finish materials, must have final approval by library.

The equipment and its placement are important visual elements of the overall design and appearance of the Coffee Shop. Careful attention is to be given to each piece of equipment and how it is viewed by the public. All equipment is subject to design review by the Library.

Neon, exposed fluorescent, and track lighting are not permitted.

Buffet bars and self service areas for food and drink are not acceptable.

No cooking or grilling can take place in the coffee shop.

Signage/menu boards are subject to approval. Interior signage will be limited to the vending area. Exterior signage will be allowed provided that it is not permanently attached to building, in keeping with library décor and approved by the Library Department and conforms to Jefferson Parish Regulations.

Cabinets and drawers are to be designed to be lockable. The Library is not responsible for damage, loss or theft of property in the Coffee Shop. A fabricated security system, such as gates or curtains, is not permitted.

Deliveries to be made before 9:00 A.M. and only through the courtyard door to the Coffee Shop.

Failure to comply with any of the Operating Standards can result in a fine of \$50/day. If problems are not addressed within seven days of receiving a formal complaint letter from the Library, termination of the lease agreement can result if the problems persist beyond 15 days of written notification.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on (or about) January 1, 2011, and shall terminate on December 31, 2016.

2.3 Price Schedule

Operator will charge prices for all food and beverages that is comparable with other coffee shops in the area. Library reserves the right to review and approve prices and menu. Increases in prices should be based on the Consumer Price Index increase.

2.4 Deliverables

Operator is responsible for keeping the Coffee Shop neat, clean, and in good repair. Operator is also responsible for providing a written schedule for regular bussing of tables, cleaning floors, counters and furniture. Spills must be cleaned up immediately and wet floor sign placed in the affected area. Operator will provide, at their expense, adequate receptacles for trash; and will ensure that receptacles do not become overfilled during public hours. Trash receptacles may not be visible in Public areas. Library cleaning personnel will continue to clean outer lobby and to empty trash receptacles nightly. Operator will not allow boxes, cartons, barrels or similar items to remain in view of public areas. Vendor is responsible for trash removal at least twice

daily. Disposal units are available and must be accessed at the rear of the building. Operator may use dumpster located near the shipping dock (North East corner of building). Access to the dumpster will be from the exterior of the building. Access through the building will not be permitted.

Service should be timely, attentive and friendly. Food and beverage orders will be taken promptly and in a friendly and courteous manner. Operator to recruit, train, directs, and deploys the optimum number of employees to match the work requirements. Each employee should: 1) be clean, neat, and well-groomed; 2) be free from offensive body odor; 3) be professional, courteous, and friendly to the public; 4) have a thorough health examination before employment at the Library; 5) not wear excessive amounts of jewelry, perfume, or cologne and 6) comply with regulations of Department of Health and the Sanitary Code.

Employees of the coffee shop are required to wear clothing that identifies the coffee shop.

Operator will make efforts to ensure that only the highest quality of food is sold at the Library, including but not limited to products that are wholesome, sanitary and free from contamination.

Coffee should be ground on demand from whole beans from a quality roaster, competitive in quality with the best roasters in the New Orleans area for a balance of flavor, body, and aroma, and acidity. Beans for espresso should be appropriate for industry-recognized professional espresso use. Unopened packages should be used within two months. Opened packages should be used within 10 days.

Pastries, sandwiches, and salads shall be made fresh daily.

Butter, milk and milk products shall be USDA Grade "A".

Disposable tableware may only be used for take-out service. All food and beverages consumed in library seating areas shall be served in re-usable tableware that complies with sanitary standards.

2.5 Location

The location the service is to be performed is 4747 West Napoleon Ave., Metairie, Louisiana 70001.

2.6 Proposal Elements

2.6.1 Financial

Each proposer should propose their monthly rental fee for the term of the agreement. A minimum of \$2,000.00 per month shall be proposed. Coffee shop operator shall make monthly rental payments in advance ten (10) before the end of the preceding month.

Each proposer should address their financial plan in terms of capital required to undertake this project and their financial stability by way of various financial reports to sustain the operation of the coffee shop through the term of the agreement.

2.6.2 Technical

Each proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).

Plans for training.

Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.

Resumes for Coffee Shop Manager, Service Delivery employees and any other key personnel to be assigned to this project, including those of subcontractors, if any.

References of at least three individuals, companies, or private firms in the food service industry should be provided. Include a contact person and telephone number for each reference.

Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish of Jefferson, not on the basis of what may be inferred.

A "Supplemental Questionnaire for Proposers form (Attachment B) will be completed and signed and included with the proposal. **FAILURE TO INCLUDE THIS SIGNED FORM WILL RESULT IN PROPOSAL REJECTION.**

The Library will establish an Evaluation Committee. There will be a two-step evaluation process: 1) Proposers are to answer each item. Items will be scored up to the maximum point value indicated in parentheses. 2) The top three highest scoring proposers will be evaluated further by the panel through site visits to existing operations. Each Evaluation Committee member shall independently assign a score to each criterion during the written evaluation. Designated secretary of the Evaluation Committee may contact proposers for clarification of proposals; however, no additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. All such contact shall be documented. Responses should restate the question or use the same sequence of numbers and letters as in the RFP. Scores for the written section and site visit will be combined for a total score. The Evaluation Committee will recommend to the Jefferson Parish Council the proposer(s) whose proposal(s) conform to this RFP.

3.1 Financial Proposal (Maximum of <u>60</u> Points)

- How do your financial assets allow you to undertake this project? Please provide a Financial Plan indicating the source of funding to be used for space improvements and working capital. Please provide the following with your financial plan:
 - a) Performance income statements which provide income and expenses projected for the Library's Coffee Shop.
 - b) Balance sheet and income statements for the last two fiscal years prepared in accordance with generally accepted accounting principals (GAAP), reflecting the current financial condition of the proposer entity.
 - Names, addresses and telephone numbers of at least three credit references, including at least one banking reference. (20 points)
- What amount of rent do you propose to pay to the Library? Note: The minimum requirement to apply for this RFP is \$2,000.00 a month. Answering this question with a minimum amount is worth 15 points. Any

proposed rent higher then the minimum monthly rate will result in additional points. The maximum points that can be earned are 40. **(40 points)**

3.2 **Technical Proposal** (Maximum of <u>185</u> Points)

- 1 Describe your experience and background in providing coffee operations. **(40 points)**
- What uniquely qualifies you to provide coffee service in the Library? If you have experience providing specialty coffee service within an established business or institution (retail, university, hospital, government, other), please provide references. (40 points)
- 3. Provide a concept for operation of the Coffee Shop including:
 - a. a design drawing of the space for the Coffee Shop, indicating location of equipment, fixtures, finish materials, signage/graphic images and other design elements.
 - b Identification of the equipment to be used, including brand and model.
 - c. List of proposed menu items with prices, including names of providers of food products.
 - d. Hours of operation.
 - e. Staffing (levels, competencies) (30 points)
- 4. What standards do you have for ensuring a quality-run operation? Please indicate such things as quality and freshness standards for coffee, pastries, and other food products. (35 points)
- 5. What ideas (promotions, advertising, publicity, special events) do you have for the Library Coffee Shop that would distinguish it from other coffee operations? (20 points)
- 6. What is your management philosophy and how does it ensure that the Library Coffee Shop will be staffed with qualified employees? Please include descriptions customer service training programs, recruiting techniques or employee handbooks. (20 points)

3.3 Site Evaluation. (Maximum of <u>100</u> points)

The top three highest scoring proposers will be asked to provide location(s), address(es) and hours of operation of the current operation(s) within the New Orleans Metropolitan Area. During these unannounced site visits, your operation will be evaluated on the following factors:

a) Quality of Products (taste, freshness, temperature) (45 points)

- b) Customer Service (friendliness, attentiveness, timeliness) (20 points)
- c) Presentation (cleanliness/appearance of bar/counter, area, packaging) (20 points)
- d) Staff (appearance, professionalism, knowledge) (15 points)

Combined Total: 345

4.1 Performance Requirements

Performance requirements are given in Section 2.1 (Scope) of the RFP.

4.2 Performance Measurement/Evaluation

Performance measurements are given in Section 2.3 (Price Schedule) and Section 2.4 (Deliverables).

ATTACHMENT "A"

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 dated 12/09/2009.

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 113646.

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the contractor.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY — Not Applicable for this project

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE — Not Applicable for this project

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

ATTACHMENT B

SUPPLEMENTAL QUESTIONNAIRE FOR PROPOSERS

Please complete and submit with other required information and other related materials you wish to provide the Library.

A.	ORGANIZATION INDENTIFICATION:	
1.	ORGANIZATION NAME:	
2.	ADDRESS:	
3.	TELEPHONE #:	
4.	FAX#:	
5.	FEDERAL ID#:	
6.	OWNERSHIP (CHECK ONE): Corporation Partnership Other	Individual
	a. List parent company (if applicable):	
	b. Year business established:	
7.	IF A CORPORATION, PLEASE ANSWER THE FOLLOWING:	
	a. List state of corporation:	
	b. List resident agent for service of process in Indiana:	Annual (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)

c. List (or attach a list) of principal shareholders (those owning 5% or more of the

Corporation's stock):
d. List (or attach a list) of all officers and directors of the corporation:
8. IF A PARTNERSHIP, PLEASE ANSWER THE FOLLOWING:
List (or attach a list) of the general and limited partners and, if applicable, officers:
9. Current number of employees – Full-time: Part-time: Total:
10. Name and address of current liability insurer:
11. Are you or your business currently involved in any lawsuits (check one): Yes
NO If yes, list caption and cause number for all lawsuits in which you are involved:

12. Are you and your business current in meeting a	ll state, federal, local, sales, and
payroll taxes (check one): Yes No If r	no, please explain
	1 570 M.M
B. CURRENT COFFEE OPERATIONS:	
List locations of your specialty coffee operations:	
1.	Years
2.	Years
3.	 Years
3.	
C. EXPECTED CAPITAL INVESTMENT:	
Please list (or attach) an itemization of your expecte Coffee Shop listing each item (including equipment I RFP) and the anticipated dollar amount of each item	isted in the Program Section of your
ITEM	DOLLAR AMOUNT
	······································

D. ASSURANCES:
The Proposer herby certifies that Proposer:
 Has the authority and/or responsibility to submit a proposal and to represent their organization in all phases of the RFP process.
2. The information provided is true and accurate to the best of their knowledge.
3. Understands any false statement may disqualify this proposal from further consideration or be cause for contract termination.
4. Agrees to notify the Jefferson Parish Library Director within 30 days of any change in the above information.
AGENCY DIRECTOR (Name):
(Typed or Printed)
SIGNATURE:
DATE:

FAILURE TO SIGN AND SUBMIT THIS FORM SHALL BE CAUSE FOR REJECTION

ATTACHMENT C

SAMPLE EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.
Person or Firm Name
Date of Review
RFP Number
EVALUATION CRITERIA AND SCORING
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 345
FINANCIAL SECTION
1. FINANCIAL Plan and Source of Funding
Maximum Point Value for this Section - 20 Points
EVALUATOR'S NOTES:
2. Monthly Rent Proposed
Maximum Point Value for this Section - 40 Points
EVALUATOR'S NOTES:

TECHNICAL SECTION

1. Experience and background in providing coffee operation		
Maximum Point Value for this Section - 40 Points		
EVALUATOR'S NOTES:		
Unique Experience of Providing Coffee Shop in Established Business or Institution Maximum Point Value for this Section - 40 Points		
EVALUATOR'S NOTES:		
3. Concept for operation of Coffee Shop		
Maximum Point Value for this Section - 30 Points		
EVALUATOR'S NOTES:		
A. Otan danda fara ana di 194		
4. Standards for ensuring quality		
Maximum Point Value for this Section - 35 Points		
EVALUATOR'S NOTES:		

5 Ideas & Promotions	
Maximum Point Value for this Section - 20 Points	***************************************
EVALUATOR'S NOTES:	
	*
6. Management Philosophy	
Maximum Point Value for this Section - 20 Points	
EVALUATOR'S NOTES:	
TOTAL POINTS	
SITE EVALUATION	
a. Quality of Products	
Maximum Point Value for this Section – 45 Points	
EVALUATOR'S NOTES:	
b. Customer Service	
Maximum Point Value for this Section – 20 Points	

b. Presentation	
Maximum Point Value for this Section – 20 Points	
EVALUTOR'S NOTES:	
c. Staff Appearance	
Maximum Point Value for this Section – 15 Points	
EVALUTOR'S NOTES:	

EVALUTOR'S NOTES:

AFFIDAVIT

STATE OF LOUISIANA PARISH OF JEFFERSON

BEFORE ME, the undersign	gned authority, p	perso	onally	came a	and ap	peared,
	, W	ho	after	being	duly	sworn,
deposed and said that he/she/the	y are fully autho	rizec	l			of
(herei	nafter referred	to a	s affia	ant), an	nd said	l affiant
further said:						
The following is a complete assist in providing services	•			ors who	o may	
Subcontractors, excluding assist in providing services	full time emplo	yees	of fi	rm, who	o would	<u>d</u>
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS, 2010.		FFIA	NT			
NOTARY PUBLIC	-					
A copy of this affidavit must be att	ached to all pay	req	uests.			
Check here if no addition made under this contract or any a					ors hav	ve been
Signature			Date			

Any additions or substitutions of subcontractors, excluding full time employees of firm, who would assist in providing services for the project, requires Jefferson Parish Council approval and requires submission of a new sworn affidavit.

CORPORATE RESOLUTION

	DATE
	SECRETARY-TREASURER
	I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.
FACT OF THE CORPORATION WI BEHALF OF THIS CORPORATION AND TRANSACTIONS WITH THE F DEPARTMENTS, EMPLOYEES OR EXECUTION OF ALL BIDS, PAPER CONTRACTS AND ACTS AND PURCHASE ORDERS AND NOTIC ANY SUCH BID OR CONTRACT	, BE AND IS HEREBY D DESIGNATED AS AGENT AND ATTORNEY-IN-ITH FULL POWER AND AUTHORITY TO ACT ON IN ALL NEGOTIATIONS, BIDDING, CONCERNS PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, AGENTS, INCLUDING BUT NOT LIMITED TO, THE RS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, TO RECEIVE AND RECEIPT THEREFOR ALL PES ISSUED PURSUANT TO THE PROVISIONS OF CT, THIS CORPORATION HEREBY RATIFYING, D ACCEPTING EACH AND EVERY SUCH ACT D ATTORNEY-IN-FACT.
AT THE MEETING OF DIRECTORS INCORPORATED, DULY NOTICED A QUORUM BEING THERE PRESENWAS:	OF, AND HELD ON, NT, ON MOTION DULY MADE AND SECONDED. IT
INCORPORATED.	
EXCERPT FROM MINUTES OF MEE	ETING OF THE BOARD OF DIRECTORS OF

RFP 0210

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing "Operation of a Coffee Shop at the East Bank Regional Library" for Jefferson Parish Library Department, in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

Request for Proposals will be received until 4:00 p.m. Local Time

on: Wednesday, May 19, 2010.
(Type Name of Person Authorized to Sign)
(Company Name and LA. License number if required)
(Street Address)
(City, State, Zip Code)
(Area Code) (Phone Number) (Area Code) (Fax Number)
(Signature of Person Authorized to Sign)
(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

REQUEST FOR PROPOSAL

RFP 0210

Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing "Operation of a Coffee Shop at the East Bank Regional Library" in accordance with the Jefferson Parish Code of Ordinances.

Evaluation Criteria:

Financial Proposal 60 Points Technical Proposal 185 Points Site Evaluation 100 Points

FINANCIAL PROPOSAL (MAXIMUM OF 60 POINTS)

- 1. How do your financial assets allow you to undertake this project? Please Provide a Financial Plan indicating the source of funding to be used for space improvements and working capital. Please provide the following with your financial plan:
- A. Performance Income statements which provide income and expenses Projected for the Library's Coffee Shop.
- B. Balance sheet and income statements for the last two fiscal years Prepared in accordance with generally accepted accounting principals (GAAP), reflecting the current financial condition of the proposer entity.
- C. At least three credit references, including at least one banking reference. (20 points)
- 2. Amount of rent paid to the Library, the minimum requirement to apply for This RFP is \$2,000.00 a month. The minimum amount is worth 15 points. Any proposed rent higher than the minimum monthly rate will result in additional points. The maximum points that can be earned are (40 points).

TEACHNICAL PROPOSAL (MAXIMUM OF 185 POINTS)

- 1. Describe your experience and background in providing coffee operations. (40 points)
- 2. What uniquely qualifies you to provide coffee service in the Library? If you have experience providing specialty coffee service within an established Business or institution (retail, university, hospital, government, other), please Provide references. (40 points)
- 3. Provide a concept for operation of the Coffee Shop including:
 - a design drawing of the space for the Coffee Shop, indicating location of equipment, fixtures, finish materials, signage/graphic images and other design elements.
 - b. Identification of the equipment to be used, including brand and model.
 - c. List of proposed menu items with prices, including names of providers of food products.
 - d. Hours of operation.
 - e. Staffing (levels, competencies) (30 points)
- 4. What standards do you have for ensuring a quality-run operation? Please Indicate such things as quality and freshness standards for coffee, pastries, and other food products. (35 points)

- 5. What Ideas (promotions, advertising, publicity, special events) do you have for the Library Coffee Shop that would distinguish it from other coffee Operation. (20 points)
- 6. What is your management philosophy and how does it ensure that the Library Coffee Shop will be staffed with qualified employees? Please include descriptions customer service training programs, recruiting techniques or employee handbooks. (20 points)

SITE EVALUATION (MAXIMUM OF 100 POINTS)

The top three highest scoring proposers will be asked to provide location(s), address (es) and hours of operation of the current operation(s) within the New Orleans Metropolitan Area. During these unannounced site visits, your operation will be evaluated on the following factors:

- a. Quality of Products (taste, freshness, temperature) (45 points)
- b. Customer Service (friendliness, attentiveness, timeliness) (20 points)
- c. Presentation (cleanliness/appearance of bar/counter, area, packaging) (20 points)
- d. Staff (appearance, professionalism, knowledge) (15 points)

TOTAL (Financial, Technical and Site Evaluation) Maximum Points of 345

PRE-PROPOSAL CONFERENCE: Friday, May 7, 2010 @ 10:00 A.M.

JEFFERSON PARISH PURCHASING DEPARTMENT GENERAL GOVERNEMENT BUILDING 200 DERBINGY STREET, SUITE 4400 GRETNA, LA 70053

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE: JEFFERSON PARISH PURCHASING DEPARTMENT GENERAL GOVERNMENT BUILDING 200 DERBIGNY STREET, STE 4400 GRETNA, LA 70053

UNTIL 4:00 P.M. LOCAL TIME ON WEDNESDAY, May 19, 2010

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part and waive informalities, pursuant to the law.

Specifications are available gratis from: www.jeffparish.net/bids (click on Bid Downloads) or Jefferson Parish Purchasing Department General Government Building 200 Derbigny Street, Ste. 4400 Gretna, LA 70053 (504) 364-2678

Patricia Lassalle Director Purchasing Department

Rene' T. Poole, CPPB Chief Buyer Purchasing Department

ADV. TIMES PICAYUNE OFFICIAL JOURNAL: April 15, 22 and 29, 2010